

TRANSFER
TAX
PAIDWARRANTY DEED

009935

Debra A. Bushey and Kim M. Lane of Waterville, County of Kennebec and State of Maine for consideration paid, grant to Kim M. Lane of Waterville, County of Kennebec and State of Maine with **WARRANTY COVENANTS** the land in Waterville, County of Kennebec and State of Maine and bounded and described as follows, to wit:

46-10

Beginning at a point in the westerly line of Martin Avenue, which point is two hundred eighty-five and forty-one hundredths (285.41) feet southerly of the southeasterly corner of Lot No. 89 as shown on a plan entitled "Academy Acres" dated June 25, 1957; thence westerly at a right angle a distance of one hundred twenty-five (125) feet; thence southerly at a right angle a distance of ninety-five (95) feet; thence easterly at a right angle a distance of one hundred twenty-five (125) feet to the westerly line of Martin Avenue; thence northerly along the westerly line of Martin Avenue a distance of ninety-five (95) feet to the point of beginning.

The above described premises are subject to the following restrictions numbered 1 through 9, both inclusive, which shall be deemed as covenants running with the title to said land:

1. That said land shall be used for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof, at any one time, nor shall said lot be subdivided or so sold or leased in parcels, nor shall any buildings at any time situated on said land be used for business or manufacturing purposes; and that no outbuildings shall be occupied as a residence prior to the construction of the main buildings.
2. That no house for more than one family shall be built upon said land, and that no dwelling house costing less than twelve thousand and 00/100 dollars (\$12,000.000) shall be built upon the lots; and no house shall be erected or placed on any part of said land nearer to the street line than twenty-five (25) feet.
3. That all other buildings, including garages, shall not be erected nearer than seventy-five (75) feet from the street line upon which the house to be erected on said lot shall face, and at least twenty-five from any side street, unless said garage is attached to and made a part of the house, in which event it shall not be nearer any side street than twenty-five (25) feet.
4. That no placards or advertising signs other than such as relate to the sale or the leasing of said lot, shall be erected or maintained on said lot or any building thereon.
5. That no fences or construction of any kind other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.
6. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lot, or in any buildings thereon.

7. That if the owner of two or more contiguous lots purchased from the Ursuline Vice-Provincialate Northeastern Vice-Province desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants of restrictions shall be construed as applying to a single lot.
8. Said single lot is conveyed, with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land; and for a violation of the terms thereof, or any of them, by the said grantees herein named, or any person holding or claiming by, under or through the aforesaid grantees, the right is expressly reserved to GHM Agency and its assigns, or the owner of any lots, to proceed at law or in equity to compel compliance with the terms thereof. The Ursuline Vice-Provincialate Northeastern Vice-Province does not hold itself responsible for the enforcement of the foregoing restrictions.
9. That no house or other buildings shall be erected or placed upon said land nearer to the line of said land than five (5) feet. This section shall not in any way affect the restrictions contained in sections 2 and 3 hereinabove set forth.

46-10

Being the same premises conveyed to Debra A. Bushey and Kim M. Lane by deed from James A. Stanhope a/k/a James G. Stanhope and Elaine R. Stanhope dated October 14, 1998, and recorded in the Kennebec County Registry of Deeds in Book 5764, Page 330

WITNESS our hands and seals on March 26, 2003.

Julie Ann Bourassa
WITNESS

DRB
WITNESS

Debra Bushey
Debra A. Bushey

Kim M. Lane
Kim M. Lane



THE STATE OF Maine
Kennebec, ss.

March 26, 2003

Then personally appeared the above named Debra A. Bushey and acknowledged the foregoing instrument to be her free act and deed.

Julie Ann Bourassa, Notary Public
State of Maine
My Commission Expires 1/19/2007

Before me,

Julie Ann Bourassa
Notary Public

Then personally appeared the above named Kim M. Lane and acknowledged the foregoing instrument to be her free act and deed.

Before me,

DRB
Notary Public

DAVID R. BUTLER
NOTARY PUBLIC
MY COMMISSION EXPIRES
JUNE 21, 2007

RECEIVED KENNEBEC SS.

2003 APR -1 AM 9:00

ATTEST: David R. Butler
Notary Public

